THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

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WRIT PETITION No.1297 of 2006

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DATED: 25-01-2006

Between:

The Maruthi DWACUA Mahila Mutually Aided

Cooperative Thrift Society Ltd., Ongole,

And others . . .Petitioners

And

The Director of Municipal Administration,

A.P., Hyderabad, and others . . .Respondents

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O R D E R:

The petitioners are self-help groups. All of them have been awarded contracts of lifting the garbage in Ongole town by engaging tractors, through orders, dated 09-05-2003. The Municipality issued notice, dated 10-01-2006 requiring the petitioners to execute agreements in relation to fixation of rates etc. Out of eight petitioners, only one has turned up and rest of the seven petitioners did not execute the agreement. Therefore, the Municipality issued a final notice, dated 18-01-2006, requiring the other seven petitioners to explain as to why necessary statutory action shall not be taken against them. The same is challenged in this writ petition.

Heard the learned counsel for the petitioner and learned standing counsel for the Municipality.

The orders, through which the petitioners were engaged as agencies for removal of garbage, do not disclose either the rate or the duration, except stating that the standard rates shall be applicable. Obviously, with a view to be clear and be certain about the rates, the Municipality required the petitioners to execute the agreements. Though the learned counsel for the petitioners had referred to the orders passed by the government in G.O.Ms.No.103, dated 12-04-2004, in the context of rates to be paid for each tractor, this Court cannot accept the same. The rates stipulated in the said G.O. were in relation to the engagement of vehicles for the purpose of election.

The petitioners have to choose, either to execute the agreements or to resile

from the same and thereafter, work out their remedies. It is not known as to the basis on which, the petitioners were being paid the amounts
all through. Once the Municipality has decided to insist on execution of the agreements, the petitioners cannot refuse to do so.

Therefore, the writ petition is disposed of, granting one week time to the petitioners to execute the agreements and in such an event, the Municipality shall continue to engage the vehicles in terms of the agreements. It is needless to observe that the Municipality is under obligation to engage the tractors to such of the petitioners, who have executed the agreements. There shall be no order as to costs.

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(L.NARASIMHA REDDY, J)

25th JANUARY, 2006.

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